

48205  
8471468994

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

Case Number: 14-08732 ESL

MANUEL E MALARET MARTINEZ

Chapter: 13

Debtor

**JOINT MOTION IN COMPLIANCE WITH ORDER OF MAY 6, 2015, AT DOCKET NO. 43  
AND FOR ENTRY OF ORDER MODIFYING THE STAY FOR LOSS MITIGATION PURPOSES  
AND REQUESTING THAT A HEARING ON CONFIRMATION BE SCHEDULED**

COME NOW Wells Fargo Bank NA ("Wells Fargo") and MANUEL E MALARET MARTINEZ (the "Debtor"), by the undersigned attorneys, and very respectfully allege and request:

1. On May 6, 2015, a hearing on confirmation was held and the parties were granted forty five (45) days to file a settlement agreement as to Debtor's objection to Wells Fargo proof of claim and Wells Fargo reply thereto (herein the "Objections").

2. The parties herein inform that loss mitigation negotiations have commenced between Debtor and Wells Fargo. [See Exhibit I and II attached hereto].

3. As to that effect, the herein appearing parties respectfully request that a hearing on confirmation be scheduled during the month of December 2015 and that the stay be lifted for loss mitigation purposes only. In the alternative, that the parties be granted ninety (90) days to file a stipulation or otherwise move the court as to the Objections.

4. Debtor informs the Court that he is up to date with his payments to the Trustee.

**WHEREFORE**, Wells Fargo and the Debtor request that the remedies sought in this motion be granted and that the parties and a hearing on confirmation be scheduled for December 2015.

Case No. 14-08732 ESL

Joint Motion in Compliance of Order

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico this 24<sup>th</sup> day of July, 2015.

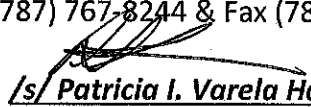
**LEGAL COUNSEL FOR DEBTOR:**

JAIME L. VELASCO BONILLA, II  
PO BOX 9023336  
SAN JUAN, PR 00902-3336  
(787) 562-0837  
VelascoLaw@hotmail.com

  
/s/ Jaime L. Velasco Bonilla, II  
USDC-PR 222312

**LEGAL COUNSEL FOR WELLS FARGO:**

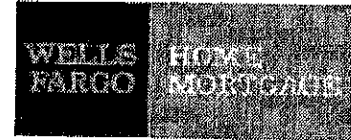
**MARTINEZ & TORRES LAW OFFICES, P.S.C.**  
P.O. Box 192938 San Juan, PR 00919-2938  
Tel. (787) 767-8244 & Fax (787) 767-1183

  
/s/ Patricia I. Varela Harrison  
By: Patricia I. Varela Harrison  
USDC -PR 224802  
Email: [pvarela@martineztorreslaw.com](mailto:pvarela@martineztorreslaw.com)

I **HEREBY CERTIFY** that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: the Trustee José R. Carrión Morales and to the debtors' attorney, Jaime L. Velasco Bonilla, II.

**MARTINEZ & TORRES LAW OFFICES, P.S.C.**  
P.O. Box 192938 San Juan, PR 00919-2938  
Tel. (787) 767-8244 & Fax (787) 767-1183

/s/ Patricia I. Varela Harrison  
By: Patricia I. Varela Harrison  
USDC -PR 224802  
Email: [pvarela@martineztorreslaw.com](mailto:pvarela@martineztorreslaw.com)



Date: July 9, 2015

Loan Number:  
Client: MANUEL MALARET and ABIGAIL  
ORTIZ  
Case Number: 1408732

JAIME L VELASCO BONILLA, II  
PO BOX 9023336  
SAN JUAN, PR 00902

Property Address:  
1939 SE 1ST TER  
CAPE CORAL, FL 33990

Subject: Action required regarding your client's Home Preservation review.

Dear JAIME L VELASCO BONILLA, II:

I have enclosed a copy of correspondence that must be passed along to your client which provides time-sensitive information about a Home Preservation review on their property.

**Next Steps Required**

Please review the attached documents with the next steps including any documentation needed to continue the review and ensure that you or your client responds within the given timeframes.

**I'm here to help**

As your client's home preservation specialist, I'm standing by to help with your client's needs. If you have any questions about the information in this letter, you can reach me at the phone number listed below.

Sincerely,

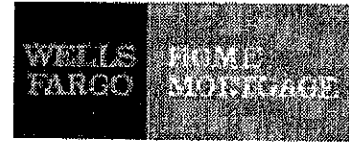
*Eric Monscardy*

Home Preservation Specialist  
855-844-4527 Ext. 1335520446  
Wells Fargo Home Mortgage

Enclosure(s)

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## Make 3 trial payments to modify your mortgage

MANUEL MALARET and ABIGAIL ORTIZ  
616 AVE ESCORIAL  
SAN JUAN, PR 00920

July 9, 2015

Subject: Wells Fargo Home Mortgage loan number ending in 8994  
Case Number: 1408732  
Loan Number: 1

Dear MANUEL MALARET and ABIGAIL ORTIZ:

As a Wells Fargo Home Mortgage customer you matter to us, and we want to help you. Your mortgage is seriously delinquent. Even if you have already received a pre-foreclosure letter, we are offering an easier option that may allow you to stay in your home.

### Streamlined Modification

You can stay in your home and modify your mortgage by making *three trial payments* and then continuing to make those payments on time. (Assuming other eligibility requirements are met) Then we will send you your final modification documents to sign. There is no additional paperwork required to accept this Streamlined Modification.

Please note: As a result of your bankruptcy case, this letter is not an attempt to collect a debt from you or in any way violate any provision of the United States Bankruptcy Code. This letter has been sent to you for informational purposes only. This is not a bill or a request for payment, or a statement that you are personally obligated in any way to make a payment. Your decision to discuss workout options with Wells Fargo Home Mortgage is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

### This is an option to keep your home

Based on your home's value, you're already approved for the attached 480 months Streamlined Modification. In order to take advantage of this option to stay in your home, you will be required to make monthly payments.

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### Act now to avoid foreclosure

Make 3 trial payments at a lower principal and interest amount and modify your mortgage.

**Call**  
**1-800-416-1472**  
Central Time

Monday through Friday:  
6:00 a.m. – 8:00 p.m.

Saturday:  
8:00 a.m. – 6:00 p.m.

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### Trial payment options

Trial payment and term options are available for you to choose from.

Determine which option best fits your financial situation and contact us with your decision. Consider your term and payment option carefully. Once you have communicated your decision and you have



completed the first Trial Period Plan payment which indicates your acceptance of the payment option, you will not be able to change your term again.

If you don't communicate a different term selection (by calling us or making a payment in the amount of the term option you have selected) we will move forward with the term option that is the closest match to the payment amount we receive from you.

Term in months	Trial Period Plan Payment amount(s)
480	Principal and interest amount: \$317.29 Escrow amount: \$576.20 Escrow shortage amount: \$19.21 <b>Total Trial Period Plan payment: \$912.70</b>
360	Principal and interest amount: \$337.75 Escrow amount: \$576.20 Escrow shortage amount: \$19.21 <b>Total Trial Period Plan payment: \$933.16</b>
240	Principal and interest amount: \$390.21 Escrow amount: \$576.20 Escrow shortage amount: \$19.21 <b>Total Trial Period Plan payment: \$985.62</b>

Property value used to make this decision: \$208,700.00

The trial payment amounts above include principal, interest, and escrow amounts. As you know, when you make your mortgage payment, we deposit a portion of it into your escrow account to cover the costs of your real estate taxes and property insurance. Then, when your real estate taxes and property insurance premiums are due, we withdraw funds to pay those bills in full and on time for you. That way, you don't have to worry about budgeting or making those payments separately.

#### **Step 1: Accept this offer**

To accept this offer, please call us at the phone number listed on this letter and tell us which payment option you would like to accept. It is important that you call us with your decision before you send in your first Trial Period Plan payment.

If you are unable to call us, you may send in your first Trial Period Plan payment in the exact amount of the term option you are choosing rather than your normal mortgage payment, no later than 15 calendar days from the date listed at the top of this letter. Please note the 15 day acceptance period could be earlier than the due date noted below.

If you do not accept the offer per these terms, you will no longer be eligible for this offer.

#### **This offer can work alongside other modification options**

Even if you are already talking with us about other modification options, we still want you to take advantage of this Streamlined Modification.

After you start your trial period, we may be able to offer you a mortgage modification with a lower monthly principal and interest payment under a different program including the federal government's Home Affordable Modification Program (HAMP). To see if you qualify, you must submit a complete Borrower Response Package. If you have already submitted your Borrower Response Package, we'll



evaluate you for a foreclosure prevention option, including HAMP. In the meantime, you are encouraged to participate in this trial period for a mortgage modification.

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**Step 2: Make trial period payments**

After you have determined which option best fits your financial situation, accepted the offer as described in Step 1, we encourage you to make the Trial Period Plan payments. Please make the payments by the amount and dates, as listed above, under the Trial Payment Option you selected.

Mail your payments to:  
Wells Fargo Home Mortgage  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017

OR

Talk to your home preservation specialist to set up automatic payments.

If you fail to make the first trial period payment by 9/1/2015 and we do not receive the payment by the last day of the month in which it is due, this offer will be revoked and foreclosure proceedings may continue and a foreclosure sale may occur.

**Time Is Of The Essence**

Please note that your trial period may extend beyond the dates provided. For that reason, continue making your trial period payments in the same amount by the same day of each month you currently make your trial period payments until your home preservation specialist advises that you may move forward with a final modification or that you are no longer eligible for a modification.

Some reasons for the extension could be tied to other liens you have on your property that may be required to be cleared prior to final approval of your modification. For example, we may need to receive a subordination agreement from the other lenders so that we can maintain our lien position; or if you have a judgment placed on your property you may be required to pay off the lien. If you fail to provide a subordination agreement from another lender or fail to pay off a judgment lien as required, your modification may be denied even if you pay the trial period payments. Also, failure to make all trial period payments as outlined above, including if your trial period payments were extended will result in your Trial Period Plan being denied.

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**Step 3: After trial period payments are made**

After the new trial period payments are made on a timely basis your mortgage may then be modified. (Your existing loan and loan requirements remain in effect and unchanged during the trial period.) If each payment is not received by the end of the month in which it is due, this offer will end and your loan will not be modified under the Streamlined Modification.

If you are unable or do not want to stay in your home, you have two options to avoid foreclosure; a short sale or a mortgage release (also known as a deed in lieu of foreclosure). You may be able to leave your home and still avoid foreclosure, but you must contact us right away.

As part of the review, Wells Fargo Home Mortgage used a process to determine which option best matched your circumstances. Once we reviewed and approved you for this program, we stopped reviewing you for other options that were considered less of a match to your circumstances.





### **Talk to me about your other options**

There may be other options available to help you avoid a foreclosure sale, provided you meet the requirements.

If the amount you owe on your mortgage is higher than what you think you can sell your house for, you may want to consider what is known as a "short sale." This option could allow you to list your home for sale, for an amount that is less than you owe.

During the short sale process, you'll need to submit documentation to us that we will evaluate. For example, a short sale requires a purchase contract. Once we receive a purchase contract Wells Fargo Home Mortgage will review the terms of the contract and obtain the appraised value of the property.

If you are interested in a short sale, contact me right away. I can help explain the short sale process, guidelines and your eligibility.

If you are unable to sell your home or find a short sale is not the right alternative to foreclosure for you, another option to consider might be a deed in lieu of foreclosure, sometimes referred to as a Mortgage Release. If you are interested in a deed in lieu of foreclosure, please contact me right away so we can determine your eligibility and coordinate an appraisal and inspection of your property.

Keep in mind, if you accept a deed in lieu of foreclosure, you must agree to vacate the property within an agreed upon time.

### **Respond by July 23, 2015**

It's important that you call me at the number below. I am standing by, ready to help you in any way I can. Please understand if I do not hear from you by **July 23, 2015**, foreclosure activities will proceed.

Sincerely,

*Eric Mouscardy*

Home Preservation Specialist  
1-855-844-4527 Ext. 1335520446  
Wells Fargo Home Mortgage

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### **Important Information**

- It is important that you thoroughly review the *frequently asked questions* and additional *Trial Period Plan information and legal notices information* attached.
- After you have successfully made each of the payments above by their due dates, you have submitted the required signed copies of your modification agreement, and we have signed the modification agreement, your mortgage will be modified in accordance with the terms described in your final modification agreement.
- After your modification is complete, if your mortgage loan becomes delinquent, you may not be eligible for another mortgage loan modification.
- After your modification is complete, you have the ability to prepay your mortgage loan without any restrictions or penalties.



## Frequently asked questions

### Q. What else should I know about this offer?

- You will not be charged any fees for the three-month Trial Period Plan or for the final Streamlined Modification.
- If your loan is modified, we will waive all unpaid late charges.
- When you become past due on your mortgage payments, it's important to understand that the actions you take to correct the situation can affect your credit score. If you choose a loan modification, your credit score could be negatively impacted during the Trial Period Plan, but it may not be as impacted as an ongoing series of late payments or foreclosure. During the loan modification process, we are required by law to continue to report the delinquency status of your loan to the credit reporting agencies as "paying under a partial or modified payment agreement". When you are approved for a final loan modification, the modification process is complete and is recorded on your credit report as "loan modified" as long as you make your modified payments on time. Keep in mind that the degree of impact to your credit score depends on your overall credit circumstances and is different for each individual. For more information about your credit score and how it might be affected, go to <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>
- If your monthly payment did not include escrows for taxes and insurance, you are now required to do so.

### Q. Why is there a trial period?

The trial period offers you immediate mortgage payment relief (and could help prevent a foreclosure sale) and it gives you time to make sure you can manage the lower monthly payment. Note: the trial period is temporary, and your existing loan and loan requirements remain in effect and unchanged during the trial period. However, once the trial period payments are made you will receive a final modification to sign. (Other eligibility requirements may apply).\*

### Q. When will I know if my loan can be modified, and how will the modified loan balance be determined?

Once you make all of your Trial Period Plan payments on time, we will send you a Loan Modification Agreement that details the terms and conditions of the modified loan. Be sure that you read and understand the new terms and conditions.

### Q. Will my modified monthly payment ever change?

The principal and interest portion of your fixed-rate monthly payment will not change. However, your monthly escrow amount will remain the same throughout the trial, then change at least annually, through the life of your loan. This is because your real estate taxes and property insurance premiums may increase or decrease, or you may decide to change your insurance coverage.

### Q. Why does my escrow account have an escrow shortage?

Because of the timing of your tax and insurance bills, we may be required to pay one of these bills before you have accumulated sufficient funds in your escrow account to cover the full amount. This is known as an escrow shortage. Your loan has an escrow shortage of \$1,152.60.

### Q. Are there incentives that I may qualify for if I am current with my new payments?

Borrower incentive compensation is only available to borrowers who qualify for and accept a modification under HAMP. In order to be considered for a HAMP modification, you must return a complete Borrower Response Package no later than 10/1/2015.

### Q. I already accepted a trial payment option but I returned a complete Borrower Response Package. How do you determine which modification option I receive?

To determine the modification option you are offered, we review the principal and interest payments





associated with each eligible option, including HAMP. You receive any eligible option that has a principal and interest payment that is lower than the one you were approved for. Your trial payments remain the same, but the final modification payment will be updated to reflect the lower payment amount.

**Q. Will my interest rate and principal and interest payment be fixed after my loan is modified?**

If your loan is modified as described below under the Proposed Streamlined Modification Terms, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage. Please note; if we are able to offer you another modification program (based on proper return of a completed Borrower Response Package — see question above), then your interest rate may change based on the terms and conditions, as described in the modification agreement.

**Q. Will my modified monthly payment ever change?**

Because your new monthly payment includes an escrow amount for real estate taxes and property insurance, your monthly escrow account payment will stay the same throughout of the trial, then change at least annually, through the life of your loan.

**• Proposed modification terms**

If you successfully complete the Trial Period Plan by making the required payments, you will receive a modification with a fixed-interest rate. The length of the term will depend on the option you choose, as previously described. (Please note that your trial payments may continue until your modification agreement has been approved.) If we determine that the unpaid balance of your mortgage is more than 115% of the value of your home, you will be eligible to have up to 30% of your principal balance deferred, and the deferred amount will not be subject to any interest rate charges. Moreover, the deferred principal amount will not be due and payable until the earlier of (i) the end of the 480 month term of the modified mortgage, (ii) the interest-bearing balance of your loan has been paid off, (iii) any sale or transfer of your interest in the property, or (iv) a refinance of your mortgage loan.

## **Additional Trial Period Plan information and legal notices**

**We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the Trial Period Plan:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you fail to comply with the terms of the plan or do not qualify for a final modification.
- You agree that we will hold the trial period payments in an account until sufficient funds are in the account to pay your oldest delinquent monthly payment. You also agree that we will not pay you interest on the amounts held in the account. If any money is left in this account at the end of the Trial Period Plan and you qualify for a loan modification, those funds will be deducted from amounts that would otherwise be added to your modified principal balance.
- Our acceptance and posting of your payment during the trial period will not be deemed a waiver of the acceleration of your loan (or foreclosure actions) and related activities, and shall not constitute a cure of your default under your loan unless such payments are sufficient to completely cure your entire default under your loan.

**Upon acceptance of the offer, you are required to continue to establish an escrow account for real estate taxes and property insurance premiums.**

**Your current loan documents remain in effect; however, you may make the trial period payment instead of the payment required under you loan documents:**

You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period



Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

#### **Active Servicemembers**

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse or financial dependent of a person who has been called to active duty, and you haven't yet made us aware of your status, please contact our Military Customer Service Center at **1-866-936-SCRA (1-866-936-7272)** or fax your Active Duty Orders to **1-877-658-4585**, attention Special Loans/SCRA.

#### **Get free counseling to help manage expenses and avoid foreclosure**

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with the monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you go to **www.hud.gov/offices/hsg/sfh/hcc/fe**. Or call **1-800-569-4287**. You can also call the HOPE Hotline at **1-888-995-HOPE**.

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo.

#### **Beware of foreclosure scams – tips and warning signs**

Scam artists are taking advantage of distressed homeowners by promising immediate relief from foreclosure or demanding cash for counseling services when HUD-approved counseling agencies provide the same services for free. If you receive an offer, information or advice that sounds too good to be true, it probably is. Don't let them take advantage of you, your situation, your home or your money. Remember, help is free.

#### **How to spot a scam – beware of a company or person who:**

- Asks for a fee in advance to work with your lender to modify, refinance or reinstate your mortgage.
- Guarantees they can stop a foreclosure or get your loan modified.
- Advises you to stop paying your mortgage company and pay them instead.
- Pressures you to sign over the deed to your home or sign any paperwork that you haven't had a chance to read, and you don't fully understand.
- Claims to offer "government approved" or "official government" loan modifications.
- Asks you to release personal financial information online or over the phone and you have not been working with this person and/or do not know him or her.

#### **How to report a scam – do one of the following:**

- Go to **www.preventloanscams.org** and fill out a Loan Modification Scam Prevention Network's (LMSPN) complaint form online and get more information on how to fight back. Note: You can also fill out this form and sent it to the fax number/email/address (your choice) on the back of the form.
- Call **1-888-995HOPE (7673)** and tell the counselor about your situation and that you believe you were scammed or know of a scam

#### **Disclosures, terms and conditions**

This information is accurate as of date of printing and is subject to change without notice. Esta información es precisa a la fecha de impresión y está sujeta a cambios sin previo aviso.

Por favor, tenga en cuenta que el resto de la correspondencia, documentos legales y notas aclaratorias le serán suministrados en inglés. Le recomendamos que obtenga los servicios de un intérprete independiente para que le ayude según necesidades.

We are required by the Fair Credit Reporting Act (FCRA) to accurately report the status of your loan to the credit reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

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NMLSR ID 399801



**MANUEL MALARET and ABIGAIL ORTIZ**  
**616 AVE ESCORIAL**  
**SAN JUAN, PR 00920**

**Loan Number:**

**Payment Amount Due: \$912.70**  
**\$933.16**  
**\$985.62**

**Payment Due Date: September 1, 2015**

Wells Fargo Home Mortgage  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017

**MANUEL MALARET and ABIGAIL ORTIZ**  
**616 AVE ESCORIAL**  
**SAN JUAN, PR 00920**

**Loan Number:**

**Payment Amount Due: \$912.70**  
**\$933.16**  
**\$985.62**

**Payment Due Date: October 1, 2015**

Wells Fargo Home Mortgage  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017

**MANUEL MALARET and ABIGAIL ORTIZ**  
**616 AVE ESCORIAL**  
**SAN JUAN, PR 00920**

**Loan Number:**

**Payment Amount Due: \$912.70**  
**\$933.16**  
**\$985.62**

**Payment Due Date: November 1, 2015**

Wells Fargo Home Mortgage  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017





WELLS FARGO HOME MORTGAGE  
RETURN MAIL SERVICES  
PO BOX 10368  
DES MOINES IA 50306-0368



07/10/15



1

JAIME L VELASCO BONILLA, II  
PO BOX 9023336  
SAN JUAN, PR 00902-3336

Account Information	
Fax:	1-866-590-8910
Telephone:	1-800-416-1472
Correspondence:	PO Box 10365 Des Moines, IA 50306
Hours of operation:	Mon - Fri, 8 a.m. - 5 p.m., CT
Loan number:	
Property address:	1939 SE 1st Ter Cape Coral FL 33990

Subject: Action required regarding your client's Home Preservation review  
Case number: 1408732  
Mortgagor name: Manuel A Malaret & Abigail C Ortiz

Dear JAIME L VELASCO BONILLA, II

We're writing to you because you represent the above borrower in a recently filed bankruptcy case. We have been contacted by the borrower requesting mortgage payment assistance consideration.

**A specialist dedicated to helping your client**

I'm Eric Mouscardy, a home preservation specialist with Wells Fargo Home Mortgage. I've been assigned to work directly with you and your client during the proceeding of the bankruptcy case. You can reach me at the number listed below.

Please note: As a result of your client's bankruptcy case, this letter is not an attempt to collect a debt from your client or in any way violate any provision of the United States Bankruptcy Code. This letter has been sent to you for informational purposes only. This is not a bill or a request for payment, or a statement that your client is personally obligated in any way to make a payment. Your client's decision to discuss workout options with Wells Fargo Home Mortgage is strictly voluntary. Your client is not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such any such discussions should your client no longer wish to pursue these options.

**How I'll be assisting you and your client**

Working closely with you and your client, we'll explore all available options to find one that might be right for your client's situation. I will keep you and your client well-informed and do all I can to move your client through the process as quickly as possible. For more details on how I'll be helping you and your client, please read the enclosed flyer.

Along the way, be sure to respond promptly to any communications and requests for information received by you or your client. And keep in mind, if you and your client do not provide information in a timely manner, it could impact your client's eligibility for mortgage assistance.



**Account Information**

Loan number:

Property address: 1939 SE 1st Ter  
Cape Coral FL 33990

**Important - your consent is requested**

Because your client is involved in an active bankruptcy case and is represented by you, we are asking for your consent to communicate directly with him or her and to discuss possible mortgage assistance options that may be available. If a mortgage assistance option is approved and additional court involvement is necessary, we will contact your office again to obtain the required consent.

Please understand that we need your response in writing to let us know whether or not we can communicate directly with your client. You may send us your written response via fax or email by following the instructions below:

To respond by fax: Indicate your consent or denial by checking the appropriate line below. Then sign and date this letter and fax it to us at 1-866-590-8910.

To respond by email: If you received this letter via email and want to respond by email, indicate your response by typing either the consent or denial language below into the body of your email. Then send your email to the home preservation specialist who requested this information.

**Please indicate your response below**

Indicate below if you consent or do not consent for us to have direct communication with your client (make a check mark on the line that applies to your decision):

☐ I consent to direct communication with the above referenced customer for the purpose of discussing the borrower's mortgage assistance options.

☐ I do not consent to direct communication with the above referenced customer. Please direct all communication through me.

**Signature:**

\_\_\_\_\_  
Signature of Counsel

\_\_\_\_\_  
Date

**How to send documents to me**

You have the option to send information to me either by fax or by our secured website.

- By fax: 1-866-590-8910, please include your loan number, primary number, secondary number and the date on all documents you send.
- By website: wells Fargo.com/modification, please include your loan number, primary number,





**Account Information**

Loan number:

Property address: 1939 SE 1st Ter  
Cape Coral FL 33990

secondary number, and date on all documents you send.

**I'm here to help you**

Thank you for your time and attention in this matter. I look forward to working with you and your client and encourage you to contact me with any questions you or your client may have. You can reach me at the number below.

Sincerely,

*Eric Mouscardy*

Eric Mouscardy  
Home Preservation Specialist  
Wells Fargo Home Mortgage  
Ph: 1-855-844-4527 ext. 1335520446  
Fax: 1-866-590-8910

Enclosure(s)

**Active Servicemembers**

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse or financial dependant of a person who has been called to active duty, and you haven't yet made us aware of your status, please contact our Military Customer Service Center at 1-866-936-SCRA (1-866-936-7272) or fax your Active Duty Orders to 1-877-658-4685, attention Special Loans/SCRA.

**Get free counseling to help manage expenses and avoid foreclosure.**

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to [www.hud.gov/offices/hsg/sfh/hcc/fc](http://www.hud.gov/offices/hsg/sfh/hcc/fc). Or call **1-800-569-4287** (TDD 1-800-877-8339). You can also call the HOPE hotline 1-888-995-HOPE (4673).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

Please note: this letter is being sent in response to your request for assistance. In order to assist you with this request, we must be able to contact you. Therefore, any previous request to cease communication with you has been waived for these purposes. If this is incorrect, please contact us immediately.

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## Working through the mortgage assistance process with your Wells Fargo home preservation specialist



Now that you've been assigned a Wells Fargo home preservation specialist, we'd like to help you understand what to expect as you work through the mortgage assistance process. Your home preservation specialist is your one point of contact, dedicated to helping you through every step of the process. Working together, your specialist will help you understand the options available to you.

Keep in mind that this one-on-one relationship also requires two-way communication. You are an important part of the process. So be sure you or your bankruptcy counsel promptly respond to your home preservation specialist's calls, communications, and requests for information and documentation. Availability and timely actions are key to moving the process forward. Hold onto this flyer so you'll have the following information as a helpful reference.

Please note that if you have or will receive a discharge from a Chapter 7 bankruptcy case, and the mortgage was not reaffirmed in the bankruptcy case, we will only exercise our rights against the property and are not attempting any act to collect the discharged debt from you personally. Additionally, your decision to discuss options with Wells Fargo Home Mortgage is strictly voluntary. You are not obligated to pursue any options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

### What you can expect

Your home preservation specialist will:

- Serve as your one point of contact -- dedicated to personally helping you through the entire mortgage assistance process.
- Be the person you can rely on every step of the way -- someone who knows you and your situation.
- Help you and your counsel understand the mortgage assistance process and the options that may be available.
- Answer questions and address concerns.
- Help set expectations for you and your counsel along the way.
- Understand what you need, and get what's needed from you to keep things on track.
- Keep you and your counsel posted about what's going on, and move you through the process as quickly as possible.

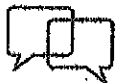
### How you'll benefit

Working closely with your home preservation specialist, you will:

- Have one person dedicated to helping you throughout the mortgage assistance process.
- Always have a "go to" person you or your counsel can call with questions or concerns along the way -- someone who's familiar with you and your situation.
- Understand the mortgage assistance options that may be available to you -- from options that may help you keep your home, to voluntary options that may help avoid a foreclosure sale and ease your transition to a new place to live.
- Be kept well-informed, in a timely, easy-to-understand manner -- by phone or in writing, you'll know what to expect, next steps, due dates, decisions and updates, and where to escalate any issues.
- Receive ongoing, step-by-step communications from your home preservation specialist, including:
  - Requests for documents and information needed or missing with specific due dates
  - Acknowledgment of documents received
  - Decisions that are reached about eligibility/approvals/denials, and next steps
  - Any changes in the process or key dates
  - Finalized documents
  - Key information about the bankruptcy and foreclosure process

### How you can help us help you

*As explained above, your home preservation specialist will be here for you and help you all the way through the mortgage assistance process. It's equally important for you or your counsel to be available to your home preservation specialist, because you both have important roles in the process, too. There are many points along the way that your home preservation specialist will need to reach, hear from, or receive documents/information from you and your counsel. Please be sure to promptly respond to and comply with all requests and due dates, as timing and taking action are extremely important in moving the process forward.*



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**Account Information**

Loan number:

Property address: 1939 SE 1st Ter  
Cape Coral FL 33990

**Important - your consent is requested**

Because your client is involved in an active bankruptcy case and is represented by you, we are asking for your consent to communicate directly with him or her and to discuss possible mortgage assistance options that may be available. If a mortgage assistance option is approved and additional court involvement is necessary, we will contact your office again to obtain the required consent.

Please understand that we need your response in writing to let us know whether or not we can communicate directly with your client. You may send us your written response via fax or email by following the instructions below:

To respond by fax: Indicate your consent or denial by checking the appropriate line below. Then sign and date this letter and fax it to us at 1-866-590-8910.

To respond by email: If you received this letter via email and want to respond by email, indicate your response by typing either the consent or denial language below into the body of your email. Then send your email to the home preservation specialist who requested this information.

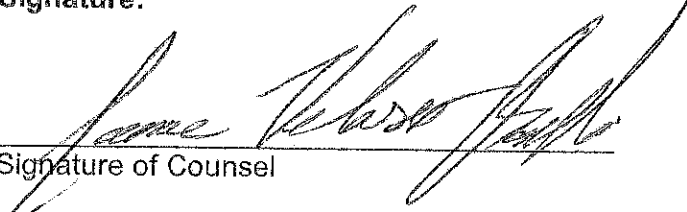
**Please indicate your response below**

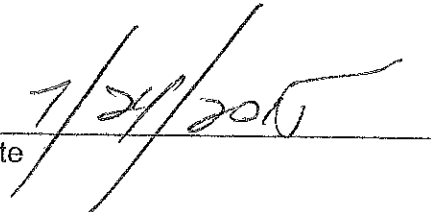
Indicate below if you consent or do not consent for us to have direct communication with your client (make a check mark on the line that applies to your decision):

☒ I consent to direct communication with the above referenced customer for the purpose of discussing the borrower's mortgage assistance options.

☐ I do not consent to direct communication with the above referenced customer. Please direct all communication through me.

**Signature:**

  
Signature of Counsel

  
Date

**How to send documents to me**

You have the option to send information to me either by fax or by our secured website.

- By fax: 1-866-590-8910, please include your loan number, primary number, secondary number and the date on all documents you send.
- By website: [wellsfargo.com/modification](http://wellsfargo.com/modification), please include your loan number, primary number,

